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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 EMILIA TOSTA MIER Y TERAN,

12 Plaintiff,

13 v.

14 COSTCO WHOLESALE CORPORATION,
15 a Washington Corporation

16 Defendant.
17

Case No. 2:24-cv-10545-PVC

**STIPULATED PROTECTIVE
ORDER**

18 1. INTRODUCTION

19 1.1 PURPOSES AND LIMITATIONS

20 Discovery in this action is likely to involve production of confidential, proprietary,
21 or private information for which special protection from public disclosure and from use for
22 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
23 parties hereby stipulate to and petition the Court to enter the following Stipulated Protective
24 Order. The parties acknowledge that this Order does not confer blanket protections on all
25 disclosures or responses to discovery and that the protection it affords from public disclosure
26 and use extends only to the limited information or items that are entitled to confidential
27 treatment under the applicable legal principles. The parties further acknowledge, as set forth
28 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file

1 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that
2 must be followed and the standards that will be applied when a party seeks permission from
3 the court to file material under seal.

4 1.2 GOOD CAUSE STATEMENT

5 This is a claim for premises liability and general negligence against Costco relating
6 to a slip and fall in the gas station outside of the warehouse. This action is likely to involve
7 written discovery and/or depositions as to technical and/or proprietary information as to
8 Costco gas and oil products, confidential and/or proprietary manufacturing and/or
9 production specifications or product formulations, information as to policies and procedures
10 of the warehouse and camera placement, all of which could be financially detrimental to
11 Defendant if the information were to be publically revealed and accessible to competitors
12 who could use this information to mimic products, undersell Costco, or to be the general
13 public who could use confidential information such as camera placement to help strategize
14 for criminal activity. It is the intent of the parties that information will not be designated as
15 confidential for tactical reasons and that nothing be so designated without a good faith belief
16 that it has been maintained in a confidential, non-public manner, and there is good cause
17 why it should not be part of the public record of this case.

18 2. DEFINITIONS

19 2.1 Action: The instant action: *Emilia Tosta Mier Y Teran v. Costco Wholesale*
20 *Corporation, et al.*

21 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
22 information or items under this Order.

23 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
24 is generated, stored or maintained) or tangible things that qualify for protection under
25 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
27 support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information or items

1 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2 2.6 Disclosure or Discovery Material: all items or information, regardless of the
3 medium or manner in which it is generated, stored, or maintained (including, among other
4 things, testimony, transcripts, and tangible things), that are produced or generated in
5 disclosures or responses to discovery in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
8 witness or as a consultant in this Action.

9 2.8 House Counsel: attorneys who are employees of a party to this Action. House
10 Counsel does not include Outside Counsel of Record or any other outside counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or other
12 legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
14 Action but are retained to represent or advise a party to this Action and have appeared in this
15 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf
16 of that party, and includes support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, adjusters, and Outside Counsel of Record (and
19 their support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
21 Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
24 and organizing, storing, or retrieving data in any form or medium) and their employees and
25 subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is designated
27 as “CONFIDENTIAL.”

28 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from

1 a Producing Party.

2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only Protected
4 Material (as defined above), but also (1) any information copied or extracted from Protected
5 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)
6 any testimony, conversations, or presentations by Parties or their Counsel that might reveal
7 Protected Material.

8 Any use of Protected Material at trial will be governed by the orders of the trial judge.
9 This Order does not govern the use of Protected Material at trial.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations imposed
12 by this Order will remain in effect until a Designating Party agrees otherwise in writing or a
13 court order otherwise directs. Final disposition will be deemed to be the later of (1) dismissal
14 of all claims and defenses in this Action, with or without prejudice; and (2) final judgment
15 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
16 reviews of this Action, including the time limits for filing any motions or applications for
17 extension of time pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
20 Party or Non-Party that designates information or items for protection under this Order must
21 take care to limit any such designation to specific material that qualifies under the
22 appropriate standards. The Designating Party must designate for protection only those parts
23 of material, documents, items, or oral or written communications that qualify so that other
24 portions of the material, documents, items, or communications for which protection is not
25 warranted are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
27 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
28

unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection will be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, will identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this Action
4 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material
5 may be disclosed only to the categories of persons and under the conditions described in this
6 Order. When the Action has been terminated, a Receiving Party must comply with the
7 provisions of section 13 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location
9 and in a secure manner that ensures that access is limited to the persons authorized under
10 this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
13 disclose any information or item designated “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
15 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
16 the information for this Action;

17 (b) the officers, directors, employees and adjusters (including House Counsel) of the
18 Receiving Party to whom disclosure is reasonably necessary for this Action;

19 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
20 reasonably necessary for this Action and who have signed the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A);

22 (d) the Court and its personnel;

23 (e) court reporters and their staff;

24 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
25 whom disclosure is reasonably necessary for this Action and who have signed the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as

1 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
2 issued, unless the Party has obtained the Designating Party’s permission. The Designating
3 Party will bear the burden and expense of seeking protection in that court of its confidential
4 material and nothing in these provisions should be construed as authorizing or encouraging
5 a Receiving Party in this Action to disobey a lawful directive from another court.

6 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
7 THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-Party
9 in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-
10 Parties in connection with this litigation is protected by the remedies and relief provided by
11 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from
12 seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce a
14 Non-Party’s confidential information in its possession, and the Party is subject to an
15 agreement with the Non-Party not to produce the Non-Party’s confidential information, then
16 the Party will:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
18 all of the information requested is subject to a confidentiality agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order
20 in this Action, the relevant discovery request(s), and a reasonably specific description of the
21 information requested; and

22 (3) make the information requested available for inspection by the Non-Party, if
23 requested.

24 (c) If the Non-Party fails to seek a protective order from this court within 14 days of
25 receiving the notice and accompanying information, the Receiving Party may produce the
26 Non-Party’s confidential information responsive to the discovery request. If the Non-Party
27 timely seeks a protective order, the Receiving Party will not produce any information in its
28 possession or control that is subject to the confidentiality agreement with the Non-Party

1 before a determination by the court. Absent a court order to the contrary, the Non-Party
2 will bear the burden and expense of seeking protection in this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
9 persons to whom unauthorized disclosures were made of all the terms of this Order,
10 and (d) request such person or persons to execute the “Acknowledgment and
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
13 PROTECTED MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain inadvertently
15 produced material is subject to a claim of privilege or other protection, the obligations of the
16 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
17 provision is not intended to modify whatever procedure may be established in an e-discovery
18 order that provides for production without prior privilege review. Pursuant to Federal Rule
19 of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of
20 disclosure of a communication or information covered by the attorney-client privilege or
21 work product protection, the parties may incorporate their agreement in the stipulated
22 protective order submitted to the court.

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
25 to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
27 Order no Party waives any right it otherwise would have to object to disclosing or producing
28 any information or item on any ground not addressed in this Stipulated Protective Order.

1 Similarly, no Party waives any right to object on any ground to use in evidence of any of the
2 material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
4 Material must comply with Civil Local Rule 79-5. Protected Material may only be
5 filed under seal pursuant to a court order authorizing the sealing of the specific
6 Protected Material at issue. If a Party's request to file Protected Material under seal
7 is denied by the court, then the Receiving Party may file the information in the public
8 record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within 60 days of
11 a written request by the Designating Party, each Receiving Party must return all Protected
12 Material to the Producing Party or destroy such material. As used in this subdivision, "all
13 Protected Material" includes all copies, abstracts, compilations, summaries, and any other
14 format reproducing or capturing any of the Protected Material. Whether the Protected
15 Material is returned or destroyed, the Receiving Party must submit a written certification to
16 the Producing Party (and, if not the same person or entity, to the Designating Party) by the
17 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
18 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any
19 copies, abstracts, compilations, summaries or any other format reproducing or capturing any
20 of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
21 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
22 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
23 product, and consultant and expert work product, even if such materials contain Protected
24 Material. Any such archival copies that contain or constitute Protected Material remain
25 subject to this Protective Order as set forth in Section 4 (DURATION).

1 14. Any willful violation of this Order may be punished by civil or criminal contempt
2 proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or other
3 appropriate action at the discretion of the Court.

4
5 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO ORDERED.

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8 DATED: March 11, 2025



HON. PEDRO V. CASTILLO
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of Emilia Tosta Mier Y Telan v. Costco Wholesale Corporation, et al.

Case No.: 2:24-cv-10545-PVC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____